

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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IESHA LORA,

Plaintiff,

-against-

CAPTAIN O'HEANEY, et. al.

Defendants.

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STIPULATION OF
SETTLEMENT AND
ORDER OF DISMISSAL

05CV2849 (RMB) (HBP)

USDC SDNY
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DOC #:
DATE FILED: **7/23/10**

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WHEREAS, plaintiff, IESHA LORA, Department Identification Number ("DIN") 01-G-0971, filed an Amended Complaint on November 29, 2006 ("AC"), alleging that defendants, Ada Perez and Gwen Schneider, current and former employees of the New York State Department of Correctional Services ("DOCS"), violated plaintiff's rights during plaintiff's incarceration in the New York State Correctional Services system; and

WHEREAS, Defendants answered the Amended Complaint and denied all allegations that their conduct violated plaintiff's constitutional or other rights; and

WHEREAS, the parties are interested in resolving the issues alleged in the Amended Complaint in the above-captioned action ("Action") and have negotiated in good faith for that purpose; and

WHEREAS, none of the parties to the Action is an infant or incompetent person; and

WHEREAS, the parties to this Action by their respective counsel wish to discontinue this litigation without the need for further proceedings or trial and without admitting any wrongdoing on the part of the defendants; and

WHEREAS, plaintiff by her attorneys represents and warrants that, other than this Action, she has no other action or proceeding pending in any court, state or federal, arising out of or relating to the subject matter of this lawsuit;

NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and between the parties and/or their respective counsel as follows:

1. The parties hereby agree that the above captioned Action is dismissed and discontinued with prejudice.

2. Defendants shall pay to plaintiff the sum of SIX THOUSAND (\$6,000.00) DOLLARS, in full satisfaction of any and all claims for relief in this Action inclusive of all costs, attorneys fees having been waived. Payment shall be made in one check in the amount of SIX THOUSAND (\$6,000.00) DOLLARS made payable to plaintiff, IESHA LORA, DIN number 01-G-0971, and delivered to the correctional facility in which she is incarcerated, for deposit in her inmate facility/departmental account.

3. In consideration of the payment of the sum recited in paragraph #2 above, the plaintiff, IESHA LORA hereby releases and discharges the defendants, and any and all current or former employees or agents of New York State or the New York State Department of Correctional Services, in their individual and official capacities, and their heirs, executors, administrators and assigns and the State of New York and its agencies, including, without limitation, the New York State Department of Correctional Services, from any and all claims, liabilities and causes of action asserted in, or which could have been asserted in, this Action, which relate to or arise out of this Action or any of the incidents alleged in the Amended Complaint herein.

4. Nothing in this Stipulation of Settlement shall be construed as an admission or acknowledgment of liability whatsoever by any of the defendants or the New York State Department of Correctional Services regarding any of the allegations made by the plaintiff in her amended complaint.

5. Payment of the amounts recited in paragraph #2 above is subject to the approval of all appropriate New York State officials in accordance with the provisions for indemnification under Section 17 of the New York Public Officers Law. Plaintiff and her counsel agree to execute and deliver to counsel for Defendants all necessary or appropriate vouchers and other documents requested with respect to such payment. The

provisions of Chapter 62 of the Laws of 2001 (relating to crime victims, funds of convicted persons and the Crime Victims Board) may be applicable to payments by Defendants hereunder.

6. In the event payment of the amount recited in paragraph #2 above is not made within one hundred and twenty (120) days after the receipt by Defendants' counsel from plaintiff's counsel of a copy of the fully executed "So-Ordered" Stipulation of Settlement as entered by this Court, interest shall accrue on the outstanding principal balance at the rate set forth in 28 U.S.C. § 1961 beginning on the one hundred and twenty-first day after receipt by Defendants' counsel of a copy of the fully executed "So-Ordered" Stipulation described in this paragraph.

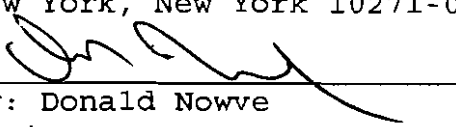
7. If the approvals pursuant to Section 17 of the New York Public Officers Law, recited in paragraph 5 of the Stipulation, are not forthcoming within 180 days of receipt by defendants' counsel of a copy of the So Ordered Stipulation, plaintiff would retain any and all appropriate remedies, and in such an event, plaintiff may move to reopen the action on not less than 30 days written notice to counsel for defendants; defendants shall not oppose plaintiff's motion to re-open the action, provided that the settlement amount shall not have been paid.

8. This Stipulation of Settlement and any Order entered thereon shall have no precedential value or effect whatsoever and shall not be admissible in any other action or proceeding as evidence or for any other purpose, except in an action or proceeding to enforce this Stipulation of Settlement.

9. This Stipulation of Settlement and Order of Dismissal embodies the entire agreement of the parties in this matter and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of this Action shall bind the parties hereto, or to vary the terms and conditions contained in this Stipulation of Settlement.

Dated: New York, New York
July 23, 2010

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Dated: New York, New York
July 22, 2010

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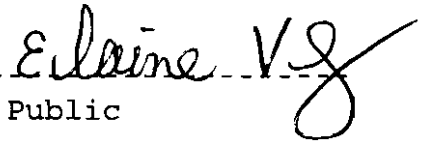
IESHA LORA
Plaintiff

ACKNOWLEDGMENT

On the 22nd day of July, 2010, before me came
IESHA LORA, known to me or proved to me on the basis of
satisfactory evidence to be the person whose name is subscribed
on the within instrument, and acknowledged to me that she
executed the same.

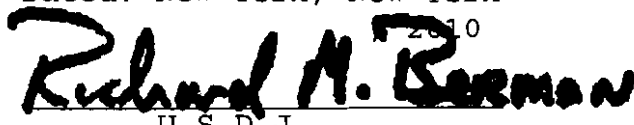
ELAINE VELEZ
Notary Public, State of New York
No. 01VE6201875
Qualified in New York County
Commission Expires March 9, 2013

Notary Public



SO ORDERED:

Dated: New York, New York


U.S.D.J.
7/23/10